

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 40 TO LEASE NO. GS-11B-01453
ADDRESS OF PREMISES: 20 Massachusetts Avenue, NW Washington, DC 20013	PDN Number: N/A

THIS AMENDMENT is made and entered into between Government Properties Income Trust LLC

whose address is: c/o The RMR Group LLC
255 Washington Street, Suite 300
Newton, MA 02458-1634

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:
WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

1. This Lease Amendment is issued to reflect approximately a thirty-eight (38) month non-cancellable extension of the lease for 34,095 BRSF yielding 29,545 ABOA SF of office and related space located on the 1st floor. The extension term shall commence on October 23, 2016 and shall expire on December 31, 2019.
2. Effective October 23, 2016, the annual rent shall be **\$1,670,655.00 (\$49.00 per RSF)** payable at the rate of **\$139,221.25** per month in arrears. This amount does not include the operating cost adjustment due October 23, 2016, which shall be paid in addition to the annual/monthly rent stated herein. Further, this amount does not include the parking rent outlined in SLA No. 24, which shall be paid in addition to the annual rent stated herein, in accordance with Paragraph 8 of this LA.
3. The Lessor shall provide a tenant refurbishment allowance under this lease of \$34,095.00 (\$1.00 per RSF) to be used for refurbishments and improvements within the Leased Premises. This allowance must be expended by the Government within 18 months of the extension commencement date. This allowance shall be used for any painting and carpeting repair/replacement during the extension period, and the Lessor shall be relieved of any cyclical painting and cyclical carpeting requirements under the lease for the extension period. If the Government fails to utilize this entire allowance prior to April 23, 2018, the Government will forgo the remaining allowance and shall have no claim to the amount either through rental abatement or rate reduction.

This Lease Amendment contains 3 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

(b) (6)
Signature: _____
Name: David M. Blackman
Title: President and Chief Operating Officer
Entity Name: Government Properties Income Trust LLC
Date: December 8, 2016

FOR THE GOVERNMENT:

(b) (6)
Signature: _____
Name: Maria Del Carmen Hedling
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 12/20/2016

WITNESSED FOR THE LESSOR BY:

(b) (6)
Signature: _____
Name: Barbara W. Pfisterman
Title: Asst. Gen. Counsel
Date: December 8, 2016

4. The base for operating cost adjustments, pursuant to Paragraph 2.5 of the SFO, shall remain unchanged. Adjustments shall continue through the extension term as scheduled.
5. The Government's percentage of occupancy for the purposes of real estate and BID tax adjustments, pursuant to Paragraph 2.4 (F) of the SFO, shall remain at 10.09% (34,095 RSF / 337,922 RSF). The base year for real estate tax adjustments (for the Building) shall remain at \$1,043,403.58. The base year for BID tax adjustments shall remain at \$0. The re-imbursement of real estate and BID taxes shall continue through the extension term as scheduled.
6. The Government agrees to accept the Leased Premises and the Building Shell Requirements "as existing", and Lessor represents that such items are in good repair, and provide a tenantable condition. The intent of this qualification is to recognize that the Government finds such items or conditions to be at least minimally acceptable with regard to the Government's occupancy of the space. Nonetheless, such items or condition are to be "in good repair and tenantable condition" at the time of the Commencement Date of this extension. Acceptance of the Leased Premises "as existing" does not relieve the Lessor from the obligation in the Lease to maintain and repair the building shell and life safety in compliance with standards set forth in the Lease.
7. The Lessor shall provide daytime cleaning of the Fitness Center (per the services outlined in Lease Amendment No. 34) at no additional cost to the Government.

Pursuant to LA No. 38, the Government acknowledges that \$426.32 is owed to the Lessor for additional daytime cleaning of the Fitness Center for the period June 1, 2016 through October 22, 2016, and the Government agrees to pay \$426.32 to the Lessor via lump sum under this LA No.40.

8. Pursuant to Paragraph 1 of SLA No. 24, the Government hereby exercises its right to extend the term of the Parking Lease. The Lessor and the Government agree that the approximately thirty-eight (38) month non-cancellable extension term shall commence on October 23, 2016 and shall expire on December 31, 2019. The Lessor and Government hereby agree that the total rent for the parking garage shall be \$553,000.00 annually, flat for the entire extension term, which shall be paid in monthly installments of \$46,083.33, in arrears and added to the rent being paid for the leased space stated in Paragraph 2 of this LA No. 40. Rent for a lesser period shall be prorated.
9. Per Paragraph 5.13 of the SFO entitled "Energy Cost Savings", the Lessor is encouraged to maintain a cost effective energy savings plan to comply with the ENERGY STAR benchmark score of 75 or better.
10. Per Paragraph 6.1 (b) of the SFO entitled "Services, Utilities, Maintenance" at the Government's expense, the Lessor shall perform preventative maintenance on the supplemental HVAC units in conjunction with this Lease. The Lessor shall only be responsible for the preventative maintenance and not the replacement of any supplemental HVAC units. All costs associated with the preventative maintenance, including Lessor's contract management fee, shall be invoiced by the Lessor and paid by the Government under a separate agreement.
11. The Lessor shall permit rooftop access to the Government free of any additional charge. Any modifications to the roof are subject to Lessor review and approval, which shall not be unreasonably delayed or withheld.
12. JLL (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is (b) (4) and is earned upon full execution of this Lease Amendment, payable according to the Commission Agreement signed between the two parties. Only (b) (4) of the Commission will be payable to JLL with the remaining (b) (4) which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments for the extended term and continue until the credit has been fully

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recaptured in equal monthly installments over the shortest time practicable.

The entire Commission Credit of (b) (4) shall be applied towards the first month's rent due for the extended term. The first month's rent of (b) (4) minus (b) (4) equals (b) (4) due as the adjusted first month's rent. This amount does not include the parking rent outlined in SLA No. 24, which shall be paid in addition the first month's rent stated herein, in accordance with Paragraph 8 of this LA.

13. Paragraph 9 of SLA No. 23 is hereby deleted in its entirety and replaced with the following:

The Government has full use and control of the Building's parking garage and the right to inspect tenant vehicles under Lease No. GS-11B-01453. Further, the Government's right to full use and control of the parking garage and the Government's inspection right are conditioned upon the Government leasing all the office space leased to the Government under US Government Leases for Real Property GS-11B-01445, GS-11B-01447, GS-11B-01453, GS-11B-01454 and GS-11B-01455 (the "USCIS Leases"). If the Government ceases to lease any portion of the office space under the USCIS Leases, then (a) the Government shall lose the right to full use and control of the parking garage, and (b) the Government shall lose the right to inspect tenant vehicles. The Government currently leases all the office space in the Building under the USCIS Leases and US Government Lease for Real Property GS-11B-01444 (the "DOJ Lease"). If the Government ceases to lease any portion of the office space in the Building, then Lessor shall have the right, upon sixty (60) days' prior written notice to the Government, to reduce the number of parking spaces on a pro-rata basis per terminated square footage. The parking space reduction shall occur at the ratio of one (1) parking space per one thousand eight hundred forty five and thirty three hundredths (1,845.33) RSF (1:1845.33) of space not leased by the Government. If the Lessor exercises its reduction right, the parking spaces removed from the Parking Lease may be leased to other tenants in the Building. If the Lessor does not exercise its reduction right, then the Government shall continue to have access to all the parking spaces in the garage. At any time if the Government leases one hundred percent (100%) of the Building, the Government shall regain the right to full use and control of the parking garage.

14. Paragraph 10 of SLA No. 23 is hereby deleted in its entirety and replaced with the following:

The Lessor extends the Government's right to full use and control of the Building's lobby as leased under Lease No. GS-11B-01444 and Lease No. GS-11B-01445. The Government's right to full use and control of the lobby is conditioned upon the Government leasing all of the office space in the Building. If the Government ceases to lease any portion of the office space in the Building, then other tenants in the Building, if any, shall have use of the lobby. If the Government ceases to lease any portion of the office space under US Government Leases for Real Property GS-11B-01445, GS-11B-01447, GS-11B-01453, GS-11B-01454 and GS-11B-01455 (the "USCIS Leases"), then the Government shall lose the right to control the lobby. In the event other non-Government tenants occupy the Building, the Lessor shall reprogram the elevators with electronic key pads for secured access at Lessor's expense (a) by the Government tenants only for all of the floors which the Government occupies and (b) by other non-Government tenants only for all of the floors which the non-Government tenants occupy. In the event other tenants occupy the Building, such tenants shall have access to the Building by use of an electronic key card and no other security controls by the Government.

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